

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION**

RICHARD J. ANDERSON, JOSEPH YOUNG,
EVAN CHAULKIN and MICHAEL HERTER,

Plaintiffs,

v.

Case No.: 18-cv-901

WEINERT ENTERPRISES, INC.

Defendant.

OFFER OF JUDGMENT PURSUANT TO FRCP 68

To: Plaintiffs Richard Anderson, Joseph Young
Evin Chaulkin and Michael Herter
c/o Attorney Yingtao Ho
The Previant Law Firm, S.C.
310 W. Wisconsin Ave., Suite 100MW
Milwaukee, WI 53203

PLEASE TAKE NOTICE THAT, Defendant, Weinert Enterprises, Inc., hereby offers to allow entry of judgment to be taken against it pursuant to Federal Rule of Civil Procedure 68 as follows: a judgment in favor of Plaintiffs and against Defendant, in the sum of \$8,500.00 (eight thousand five hundred dollars and zero cents) which is inclusive of all costs and fees for each and every one of Plaintiffs' individually asserted claim in the above captioned case. Each individual will be entitled to the following judgment against Defendant:

1. A judgment in favor of Richard Anderson and against Defendant in the sum of \$2,800.00 plus an additional \$975.00 for attorneys' fees and costs;
2. A judgment in favor of Joseph Young and against Defendant in the sum of \$1,160.00 plus an additional \$975.00 for attorneys' fees and costs;

3. A judgment in favor of Evin Chaulkin and against Defendant in the sum of \$600.00 plus an additional \$975.00 for attorneys' fees and costs; and
4. A judgment in favor of Michael Herter and against Defendant in the sum of \$40.00 plus an additional \$975.00 for attorneys' fees and costs.

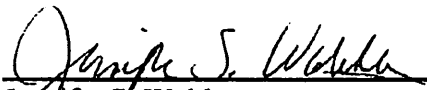
As to each of these, they are inclusive of all costs and fees for each and every one of Plaintiffs' individually asserted claim in the above captioned case. This shall be the total amount paid by Defendants on account of any and all liability asserted as to each and every one of the individuals claims of these four named Plaintiffs in this action, including all costs of suit and attorneys' fees otherwise recoverable in this action for their individual claims.

If Plaintiffs do not accept this offer, they may become obligated to pay Defendant's costs incurred after the making of this offer in the event that they do not recover a judgment that is more favorable than this offer of judgment, pursuant to FRCP 68.

To accept this offer, Plaintiffs must serve written notice of acceptance thereof within fourteen (14) days of the date this offer is made.

This offer is not to be construed in any way as an admission of liability by the Defendant, but rather is made solely for the purpose of compromising a disputed claim.

Dated this 17th day of December, 2019.


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